

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

APR 19 2004

LUTHER D. ... Clerk
By: *F. Finckney* Deputy Clerk

CONSULTING SERVICES, LLC)
)
Plaintiff,)
)
v.)
)
CONSUMER DIRECT OF AMERICA,)
INC.)
)
Defendant.)

CIVIL ACTION FILE
NO. 1:04 CV 1071

WBH

COMPLAINT

Plaintiff Consulting Services, LLC ("Consulting Services"), files this complaint for damages against Defendant Consumer Direct of America, Inc. ("CDA"), as follows:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff Consulting Services is a corporation organized and existing under the laws of Georgia.

2.

Defendant CDA is a corporation organized in Nevada, which transacts and does business in the State of Georgia, through its office(s) in the Atlanta

FORMS RECEIVED
Consent To US Mag. ☒
Pretrial Instructions ☐
Title VII NTD ☐

metropolitan area. CDA may be served via its registered agent Paul Grady at 8816 Brecia Dr., Las Vegas NV. 89117.

3.

The matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs (see below). Thus, jurisdiction is proper under 28 U.S.C. § 1332 (diversity jurisdiction) and O.C.G.A. 9-10-91(1) (Georgia's long arm statute). Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(a) and (c).

FACTS COMMON TO ALL COUNTS

4.

On December 18, 2003, Plaintiff Consulting Services and Defendant CDA entered into a binding contract entitled "Asset Acquisition Agreement." (attached as Ex. A) (hereinafter the "Agreement"). The Agreement called for Defendant to purchase certain assets of Plaintiff in exchange for (a) 4,764,427 shares of Defendant's common stock and (b) Defendant's assumption of certain specific liabilities of Plaintiff. (Ex. A, Par. 1.1).

5.

In the Agreement, Defendant represented that it was “duly qualified to conduct business in all jurisdictions where it is required to qualify.” (Ex. A, Par. 4.1).

6.

In the agreement, Defendant represented that “neither the delivery of this Agreement, nor the transactions contemplated herein...will: contravene any provision of law

7.

Plaintiff Consultant Services has at all times been in material compliance with all of its obligations under the Agreement.

8.

Since December 18, 2003, with the below listed exceptions, the parties have acted consistent with the Defendant’s acquisition of Plaintiff’s certain assets, including Defendant assuming ownership and control over Plaintiff’s office equipment, computers and other assets and employment responsibility for Plaintiff’s employees.

9.

However, Defendant has failed to perform any of the obligations required of it under the Agreement, including but not limited to its failure to satisfy the obligations stated in Par. 1.1 of Ex. A.

COUNT I – BREACH OF CONTRACT

10.

The Defendant has materially breached its obligations under the Agreement.

11.

The Defendants have failed to substantially comply with their duties and obligations under the Agreement.

12.

As a result, the plaintiffs have been damaged, continue to be damaged, and will continue to be damaged in the future. As an example, the value of stock owed of and not delivered when due had a value of in excess of \$2,000,000.00.

COUNT II – ATTORNEYS’ FEES, EXPENSES OF LITIGATION AND
INDEMNIFICATION

13.

Plaintiff incorporates all allegations made above as though specifically stated herein.

14.

Section 5.3 of the Agreement states that Defendant will pay “any loss, damage, cost or expense” which Plaintiff incurs “by reason of any breach...of any of [Defendant’s] covenants or obligations under this Agreement...” (Ex. A).

15.

Furthermore, Defendant’s actions have been in bad faith, have been stubbornly litigious and have caused unnecessary expense such that Plaintiff is entitled to an award of its attorneys’ fees and expenses of litigation pursuant to O.C.G.A. 13-6-11.

PRAYER FOR RELIEF

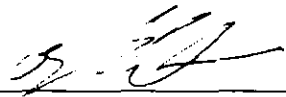
WHEREFORE, Plaintiff respectfully prays and demand:

- a) Process issue and service be made upon Defendants to appear and answer this complaint as provided by law;

- b) Judgment be entered in favor of the Plaintiff in an amount equal to the benefit of the contract that the defendants entered into.
- c) Plaintiff be awarded its reasonable attorneys fees and other expenses of litigation.
- d) Plaintiff be granted a trial by jury on all issues of fact.
- e) Plaintiff be awarded such other and further relief as justified by the facts involved and that this Court deems proper.

This 19th day of April, 2004.

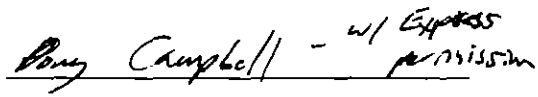
Respectfully Submitted,



Douglas R. Kertscher
Georgia Bar No. 416265
Charlene R. Swartz
Georgia Bar No. 697316

Hill, Kertscher & Wharton, LLP
3350 Riverwood Pkwy., Suite 800
Atlanta, Ga. 30339
(770) 953-0995
(770) 953-1358 Fax

Respectfully submitted,



Douglas N. Campbell
Georgia Bar No. 106250

Douglas Campbell & Associates, P.C.
4776 East Conway Drive, N.W.
Atlanta, Georgia 30327
(404) 943-1354
(404) 256-0423 Fax

EXHIBIT

A

ASSET ACQUISITION AGREEMENT

This Agreement dated this 18th day of December 2003 between Consulting Services, LLC, a Delaware Corporation ("SELLER") and Consumer Direct of America, Inc., a Nevada corporation, with its principal place of business in Las Vegas, Nevada. ("BUYER"),

WITNESS THAT,

WHEREAS SELLER owns certain assets (the "Assets") which SELLER wishes to sell to BUYER for Assets of BUYER and which BUYER wishes to acquire from SELLER on the terms hereinafter set forth; and

WHEREAS SELLER deems that it is in its best interest for BUYER to purchase the Assets, and SELLER is entering into this Agreement to induce the BUYER to enter into this tax-free exchange of Assets in accordance with this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Exchange of Assets:

1.1 SELLER hereby sells, assigns and delivers to BUYER certain Assets of SELLER as more particularly described in EXHIBIT A hereto in exchange for BUYER'S delivery to SELLER of Four Million Seven Hundred Sixty-Four Thousand Four Hundred Twenty Seven (4,764,427) shares of the common stock of BUYER of which Two million shares shall be freely trading and BUYER'S assumption of the liabilities listed in EXHIBIT B, which liabilities BUYER agrees to pay off or resolve. BUYER shall deliver One million freely trading shares to SELLER at closing and an additional One million freely trading shares thirty days from closing.

2. Covenants of SELLER

2.1 From the date of this Agreement until the second anniversary thereof, SELLER will not engage directly or indirectly in developing or operating a call center based direct solicitation mortgage brokerage business (the "Business"), except in connection with SELLER'S call center based direct solicitation mortgage brokerage business, and will not invest in or provide loans or other credit facilities to any person, corporation, partnership or other entity which engages directly or

APR-12-04

06:28PM

FROM-SECURED FL

A CORPORATION

+6783311006

T-271

P.005/018

F-427

indirectly in any aspect of the Business, but this covenant will not preclude SELLER from acquiring securities which are traded publicly.

- 2.2 SELLER will not use or disclose any of BUYER'S trade secrets or other proprietary or confidential information pertaining to any aspect of the Business.
- 2.3 SELLER acknowledges that violation of any of the provisions of this Section 2 may cause irreparable loss and harm to both the Company and BUYER, which cannot be reasonably or adequately compensated by damages in an action at law. Accordingly, in the event of a breach or related breach by SELLER of any of the provisions of this Section 2, BUYER shall be entitled to seek injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof.
- 2.4 Notwithstanding the foregoing, SELLER and BUYER may have other legal remedies as may be appropriate under the circumstances including, *inter alia*, recovery of damages occasioned by such breach.
- 2.5 If it is determined that any of the provisions of this Section 2 are unreasonable in scope, time or geography, SELLER is able to enforce the same in such narrower scope, shorter time or lesser geography as a court determines to be reasonable under all the circumstances.

3. Representations and Warranties of SELLER

- 3.1 SELLER represents and warrants to the BUYER as follows:
- (a) SELLER is duly incorporated and validly existing under the laws of Delaware. SELLER is duly qualified to conduct business in all jurisdictions where it is required to qualify. SELLER has the corporate power and authority to execute, deliver and perform this Agreement and any other agreement or document executed by either of them under or in connection with this Agreement. SELLER has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and any such other agreement or document. This Agreement constitutes, and any such other agreement or document when executed will constitute, the legal, valid and binding obligations of SELLER enforceable against SELLER in accordance with their respective terms.

APR-12-04

06:29PM

FROM-SECURED FUI

CORPORATION

+6783311006

T-271

P.006/018

F-427

- (b) Neither the execution nor delivery of this Agreement nor the transactions contemplated herein, nor compliance with the terms and conditions of this Agreement will:
- (i) contravene any provision of law or any statute, decree, rule or regulation binding upon SELLER or contravene any judgment, decree, franchise, order or permit applicable to SELLER; or
 - (ii) conflict with or result in any breach of any terms, covenants, conditions or provisions of, or Constitute a default (with or without the giving of notice or passage of time or both) under the Articles of Incorporation or By-Laws of SELLER or any agreement or other instrument to which SELLER is a party or by which SELLER is bound, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the assets, rights, contracts or other property of SELLER.
- (c) All authorizations, consents, approvals of, or exemptions by, any governmental, judicial or public body or authority required in connection with (i) the execution, delivery and performance of this Agreement by SELLER, or (ii) any of the transactions contemplated by this Agreement, or (iii) any of the certificates instruments or agreements executed by SELLER in connection with Agreement or (iv) the taking of any action required of SELLER, have been or at the Closing will have been obtained and at the Closing will be in full force and effect.
- (d) EXHIBIT A herein contains true and complete copies of the Articles of Incorporation and By-Laws of the Company, and the same have not been amended and are in full force and effect.
- (f) EXHIBIT B sets forth all of the assets, tangibles and intangibles of the Company, including third party contracts which are to be sold to BUYER and all the liabilities BUYER is to assume. All of the information concerning

APR-12-04

06:30PM

FROM-SECURED FUP

CORPORATION

+6783311006

T-271

P.007/018

F-427

the Company's Assets and liabilities contained in said EXHIBIT B is true and correct.

- (g) There is no material litigation or arbitration or administrative proceeding or claim asserted pending or threatened respecting or involving the business or SELLER or any of SELLER'S Assets or other assets of SELLER other than as set forth in Exhibit B.
- (h) EXHIBIT C contains a full list of all the officers, directors, employees and agents of SELLER.

4. Representations and Warranties of BUYER

4.1 BUYER represents and warrants to SELLER and the Company as follows:

- (a) BUYER is duly incorporated and validly existing under the laws of Nevada. BUYER is duly qualified to conduct business in all jurisdictions where it is required to qualify. BUYER has the corporate power and authority to execute, deliver and perform this Agreement and any other agreement or document executed by either of them under or in connection with this Agreement. BUYER has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and any such other agreement or document. This Agreement constitutes, and any such other agreement or document when executed will constitute, the legal, valid and binding obligations of BUYER enforceable against BUYER in accordance with their respective terms.
- (b) Neither the execution nor delivery of this Agreement, nor the transactions contemplated herein, nor compliance with the terms and conditions of this Agreement will:
 - (i) contravene any provision of law or any statute, decree, or regulation binding upon BUYER or containing any judgment, decree, franchise, order or permit applicable to BUYER.
 - (ii) conflict with or result in any breach of any terms, covenants, conditions or provisions of, or Constitute a default (with or without the giving of notice or

APR-12-04

06:30PM

FROM-SECURED FUI

CORPORATION

+6783311006

T-271

P.008/018

F-427

passage of time or both) under the Articles of Incorporation or By-Laws of BUYER or any agreement or other instrument to which BUYER is a party or by which BUYER is bound, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the assets, rights, contracts or other property of BUYER.

- (c) All authorizations, consents, approvals of, or exemptions by, any governmental, judicial or public body or authority required in connection with (i) the execution, delivery and performance of this Agreement by BUYER, or (ii) any of the transactions contemplated by this Agreement, or (iii) any of the certificates instruments or agreements executed by BUYER in connection with Agreement or (iv) the taking of any action required of BUYER, have been or at the Closing will have been obtained and at the Closing will be in full force and effect.
- (d) EXHIBIT A herein contains true and complete copies of the Articles of Incorporation and By-Laws of BUYER, and the same have not been amended and are in full force and effect.

5. Indemnities

- 5.1 The representations and warranties of SELLER and BUYER will be deemed made on execution of this Agreement and all of those representations and warranties and all of the covenants and obligations of the parties under this Agreement will survive the Closing.
- 5.2 BUYER will hold SELLER harmless from and pay any loss, damage, cost or expense (including, without limitation, legal fees and court costs) which SELLER incurs by reason of any representation or warranty of BUYER being incorrect or by reason of any breach by BUYER of any of its covenants or obligations under this Agreement, or by reason of any liability arising out of conduct by or actions of BUYER prior to the date of this Agreement..
- 5.3 SELLER will hold BUYER harmless from and pay any loss, damage, cost or expense (including, without limitation, legal fees and court

APR-12-04

06:30PM

FROM-SECURED FUI

CORPORATION

+6789311006

T-271

P.009/018

F-427

costs) which BUYER incurs by reason of any representation or warranty of SELLER being incorrect or by reason of any breach by SELLER of any of its covenants or obligations under this Agreement, or by reason of any liability arising out of conduct by or actions of SELLER prior to the date of this Agreement.

6. Employment of Randy Bristol and Kevin Bonds

6.1 SELLER'S Managers, Randy Bristol and Kevin Bonds shall be employed by BUYER or one of BUYER'S subsidiaries, subject to the terms and conditions of two Employment Agreements to be negotiated in good faith and executed as soon as practicable after execution of this Agreement, but in no event later than May 31, 2004. The employment agreements will presume full time employment of Randal W. Bristol and Kevin Bonds by said entity.

7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

8. Amendment and Waiver

8.1 This Agreement may not be amended or terminated except by an instrument in writing signed by both parties hereto.

8.2 No provision of this Agreement and no right or obligation under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation in question.

9. Assignment

No party may transfer or assign any of its rights or obligations under this Agreement and any attempt thereat shall be null and void.

10. Notices

10.1 Any notice, request, demand, waiver, consent, approval, or other communication which is required or permitted to be given to any party under this Agreement shall be in writing and shall be sent to that party at the addresses or fax numbers set forth below or in the event of a change in any address or number, then to such other address or fax number as to which written notice of the change has been given.

APR-12-04

06:30PM

FROM-SECURED FUN

CORPORATION

+6783311006

T-271

P.010/018

F-427

(a) If to SELLER;

Consulting Services, LLC
1825 Barrett Lakes Blvd, Suite 100
Kennesaw, GA 30144
ATTN: Randy Bristol / Kevin Bonds
FAX: (770) 792-5888

(b) If to the BUYER;

Consumer Direct of America Inc.
6330 S. Sandhill Rd. Suite 8
Las Vegas, Nevada, 89120
Attn: Michael A. Barron
FAX: _____

11. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the matters described herein and no party has relied upon any representation except those specifically set forth herein.

APR-12-04

06:30PM

FROM-SECURED FUI

CORPORATION

+6783311006

T-271

P.011/018

F-427

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

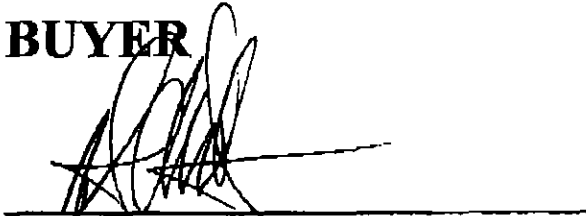
SELLER



Consulting Services, LLC

By: Randal W. Bristol
Manager

BUYER



Consumer Direct of America, Inc.

By: Michael A. Barron
Chief Executive Officer

APR-12-04 06:31PM FROM-SECURED FUN CORPORATION

+6783311006

T-271 P.012/018 F-427

EXHIBIT A

Articles of Incorporation and By-Laws of BUYER and SELLER

APR-12-04

06:31PM

FROM-SECURED FUI

CORPORATION

+6783311006

T-271 P 013/018 F-427

Exhibit B

	A	B
1		
2	Douglas Campbell	\$ 47,958.54
3	Kutack Rock	\$ 17,480.66
4	Lawler, Tanner & Zitron	\$ 21,766.40
5	Jerry Froelich	\$ 7,601.00
6	Stinson, Morrison	\$ 7,595.44
7	McGuire-Woods	\$ 22,822.00
8	McGlinchey-Stafford	\$ 9,524.30
9	Stephoe, Johnson	\$ 6,191.99
10	SCB Note (\$3,019/mo.)	\$ 150,000.00
11	CNB Note (\$9,500/mo.)	\$ 93,600.00
12	Experian	\$ 7,746.79
13	First American Flood	\$ 5,782.00
14	First American Credco	\$ 15,122.00
15	Graphic Solutions	\$ 29,000.00
16	Unisource	\$ 15,716.20
17	Atlanta Printing	\$ 15,921.30
18	UPS	\$ 11,048.08
19		
20		\$ 492,876.70
31		
32		
33		
34		
35	Prism Printing	\$ 12,148.01
36	Dataquick (\$1,000/mo.)	\$ 19,485.93
37	Kinko's	\$ 8,370.40
38	MRG	\$ 685.00
39	Informus	\$ 5,338.00
40	J2 Global	\$ 6,113.98
41	Office Depot	\$ 8,496.91
42	Geotrac	\$ 2,322.00
43	AS Pratt	\$ 2,495.76
44	ATM Corp.	\$ 2,749.00
45	Labor Ready	\$ 2,794.00
46	Manpower	\$ 1,043.26
47	Charles J. Poliero	\$ 425.00
48	First AM Signature	\$ 1,310.00
49	Franklin Covey	\$ 2,102.63
50	G. Nell	\$ 530.52
51	Randstad	\$ 747.20
52	MGIC	\$ 462.00
53	UPS	\$ 14,232.80
54	Sequence Networks	\$ 1,100.00
55	ITR	\$ 1,383.90
56	Prime Rate Premium	\$ 1,078.52
57	Citicorp Vendors	\$ 28,203.11
58	Regency Tower	\$ 26,320.71
59	Web Title	\$ 7,450.00
60	Federal Express	\$ 886.70
61	State of WV	\$ 598.91
62	TN Dept. of Revenue	\$ 1,339.64
63	FL Dept. of Revenue	\$ 1,624.34
64	Isuzu	\$ 625.77
65		
66	Totals	
67	Cumulative Expense	

APR-12-04

06:31PM

FROM-SECURED FUI

CORPORATION

+6783311006

T-271

P.014/018

F-427

EXHIBIT C

Officer, Directors, Agents and Employees of SELLER

RANDY BRISTOL
KEVIN BONDS

APR-12-04

06:31PM

FROM-SECURED FUN

CORPORATION

+6783311006

T-271

P.015/018

F-427

EXHIBIT A

MAIL CENTER WAREHOUSE

LOCATION	QTY.	MANUFACTURER	MODEL	COLOR	DESCRIPTION	PRICE	COSTS W QTY.
back warehouse	2	OFFICE DEPOT		TAN	6 DOOR EMPLOYEE CABINET	\$522.93	\$1,045.86
	13	OFFICE DEPOT			5 DRAWER LEGAL FILE CABINETS	\$464.00	\$6,032.00
	15	OFFICE DEPOT			6 DOOR LATERAL FILE CABINET	\$1,586.00	\$23,790.00
	32	OFFICE DEPOT			4 DOOR HORIZONTAL FILE CABINET	\$316.00	\$10,080.00
	2	OFFICE DEPOT			ROUND CONFERENCE TABLE +	\$254.00	\$508.00
	1	OFFICE DEPOT			CHERRY ARMOUR	\$800.00	\$800.00
	13	OFFICE DEPOT			4 DRAWER WOODEN DESK	\$426.95	\$5,550.35
	1	OFFICE DEPOT			EXECUTIVE V SHAPED CORNER DESK	\$2,480.00	\$2,480.00
	1	OFFICE DEPOT			CREDENZA CHERRY	\$800.00	\$800.00
	28	OFFICE DEPOT			2 DRAWER LATERAL FILE CABINET	\$673.00	\$17,498.00
	1	OFFICE DEPOT			METAL DESK	\$742.95	\$742.95
	150	OFFICE DEPOT			10 KEY CALCULATOR	\$119.99	\$17,998.50
	80	OFFICE DEPOT			TAPE DISPENSERS	\$11.78	\$942.40
	75	OFFICE DEPOT			2 HOLE PUNCHERS	\$20.95	\$1,571.25
	175	OFFICE DEPOT			STAPLERS	\$25.95	\$4,541.25
	7				PICTURES IN FRAMES	\$450.00	\$3,150.00
	1				BOOKSHELF WOOD	\$694.00	\$694.00
	2				CONFERENCE TABLE WOOD	\$3,199.00	\$6,398.00
	40				TELEPHONES/MISC	\$350.00	\$14,000.00
	75	OFFICE DEPOT			NOTEBOOK BINDERS	\$21.19	\$1,589.25
	1				CANON ANALOG COPIER	\$20,000.00	\$20,000.00
	230	OFFICE DEPOT			BLACK METAL FILE HOLDERS	\$45.95	\$10,568.50
	150	OFFICE DEPOT			WIRE FILE HOLDERS	\$7.27	\$1,090.50
	2	GRAINGER		TAN	2 SHELF WITH DOORS CABINET	\$453.00	\$906.00
	1				ISUZU MAIL TRUCK	\$25,000.00	\$25,000.00
							<u>\$177,776.81</u>
					MODULAR		
	100	MILLER SQA, INC			UNDER MODULAR DESK 3 DOOR CABINET	\$330.00	\$33,000.00
	88	MILLER SQA, INC			SHELF FOR PANEL WALL	\$164.00	\$14,432.00
	80	MILLER SQA, INC			TABLE TOPS 5 X 2	\$198.00	\$15,840.00
	45	MILLER SQA, INC			TABLE TOPS 4 X 2	\$164.00	\$7,380.00
	50	MILLER SQA, INC			CORNER TABLE TOPS	\$196.00	\$9,800.00
	300	MILLER SQA, INC			TABLE BRACKETS	\$28.00	\$7,800.00
	82	MILLER SQA, INC			3 X 2 PANELS	\$440.00	\$36,080.00
	50	MILLER SQA, INC			3 X 4 PANELS	\$460.00	\$23,000.00
	60	MILLER SQA, INC			4 X 4 PANELS	\$613.00	\$30,780.00
	40	MILLER SQA, INC			5 X 5 PANELS	\$630.00	\$25,200.00
	100	MILLER SQA, INC		BLACK	PANEL CONNECTORS	\$136.00	\$13,600.00
	300	MILLER SQA, INC		BLACK	POWER PLATES	\$58.00	\$17,400.00
	100	MILLER SQA, INC			POWER RECEPTICALS	\$20.00	\$2,000.00
	100	MILLER SQA, INC			LIGHT FIXTURES	\$148.00	\$14,800.00
	300	MILLER SQA, INC			POWERED RACEWAYS	\$120.00	\$36,000.00
	45	MILLER SQA, INC			FLEXABLE CONDUIT CABLE	\$182.00	\$8,190.00
	125	MILLER SQA, INC			RACEWAY COVERS	\$24.00	\$3,000.00
							<u>\$298,102.00</u>

\$475,878.81

[illegible]

MAIN OFFICE INVENTORY			DEPARTMENT			ITEM PRICE			COSTS W. QTY.		
LOCATION	QTY.	MANUFACTURER	MODEL	COLOR	DESCRIPTION	TOTAL QTY WITH QTY.	UNIT PRICE	QTY.	UNIT PRICE	QTY.	UNIT PRICE
Ava Royce	51	DELL		BLACK	TOTAL QTY WITH QTY.	51	\$1,200.00	51	\$1,200.00	51	\$1,200.00
Kevin Bonds	2	ATX			HARD DRIVE	2	\$400.00	2	\$400.00	2	\$400.00
Empty	1	Heimel Packard Bld			HARD DRIVE	1	\$100.00	1	\$100.00	1	\$100.00
Richard Colton	1	Pavilion			HARD DRIVE	1	\$200.00	1	\$200.00	1	\$200.00
Richard Colton	17	DELL		BLACK	HARD DRIVE	17	\$600.00	17	\$600.00	17	\$600.00
Empty	76	IBM		BLACK	TELEPHONE	76	\$100.00	76	\$100.00	76	\$100.00
Copy Room	4	IBM		WHITE	FAX MACHINE	4	\$1,715.00	4	\$1,715.00	4	\$1,715.00
Barry Noland	1	BROTHER INTELL		WHITE	FAX MACHINE	1	\$310.00	1	\$310.00	1	\$310.00
Barry Noland	1	HP FAX		WHITE	FAX MACHINE	1	\$450.00	1	\$450.00	1	\$450.00
Richard Bland	1	HP FAX		WHITE	FAX MACHINE	1	\$2,145.00	1	\$2,145.00	1	\$2,145.00
ITC/RENTAL R	1	IBM		WHITE	FAX MACHINE	1	\$80,000.00	1	\$80,000.00	1	\$80,000.00
Copy Room	3	IBM		WHITE	COMPUTER	3	\$400.00	3	\$400.00	3	\$400.00
Empty	1	Heimel Packard Laser Jet 1100		WHITE	PRINTER	1	\$1,200.00	1	\$1,200.00	1	\$1,200.00
Empty	1	Heimel Packard Laser Jet 4100N		WHITE	PRINTER	1	\$1,200.00	1	\$1,200.00	1	\$1,200.00
Special Computer	1	Heimel Packard Laser Jet 4100N		WHITE	PRINTER	1	\$3,005.37	1	\$3,005.37	1	\$3,005.37
Ava Gaudin Dan	1	Heimel Packard Laser Jet 4100N		WHITE	PRINTER	1	\$2,100.00	1	\$2,100.00	1	\$2,100.00
Shirley Ayco	1	Heimel Packard Laser Jet 4100N		WHITE	PRINTER	1	\$1,000.00	1	\$1,000.00	1	\$1,000.00
Empty	4	Heimel Packard Laser Jet 4100N		WHITE	PRINTER	4	\$1,715.00	4	\$1,715.00	4	\$1,715.00
Empty	20	IBM		WHITE	MONITOR	20	\$1,715.00	20	\$1,715.00	20	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Scott Gaudin	4	IBM		WHITE	MONITOR	4	\$1,715.00	4	\$1,715.00	4	\$1,715.00
Kevin Bonds	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Sam Barnett	18	IBM		WHITE	MONITOR	18	\$1,715.00	18	\$1,715.00	18	\$1,715.00
Empty	4	IBM		WHITE	MONITOR	4	\$1,715.00	4	\$1,715.00	4	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Meeting Room	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Kevin Bonds	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	2	IBM		WHITE	MONITOR	2	\$1,715.00	2	\$1,715.00	2	\$1,715.00
In A Box In A	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Richard Colton	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Kevin Bonds	2	IBM		WHITE	MONITOR	2	\$1,715.00	2	\$1,715.00	2	\$1,715.00
Empty	11	IBM		WHITE	MONITOR	11	\$1,715.00	11	\$1,715.00	11	\$1,715.00
Kevin Bonds	8	IBM		WHITE	MONITOR	8	\$1,715.00	8	\$1,715.00	8	\$1,715.00
Scott Gaudin	8	IBM		WHITE	MONITOR	8	\$1,715.00	8	\$1,715.00	8	\$1,715.00
Richard Colton	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00
Empty	1	IBM		WHITE	MONITOR	1	\$1,715.00	1	\$1,715.00	1	\$1,715.00</

Dann Hunter	1	Brother GX-8750	WHITE	Typewriter	\$129.00	\$129.00
David Renings	1	Brother ML100	WHITE	Typewriter	\$90.00	\$90.00
Empty	4	IBM	WHITE	Typewriter	\$285.00	\$1,140.00
Kevin Bonds	2	DDTV	BLACK	Satellite Box	\$90.00	\$180.00
Empty	1	Sony System	BLACK	Stereo	\$140.00	\$140.00
Empty	1	RCA	BLACK	TV	\$185.00	\$185.00
Kevin Bonds	2	Sony	BLACK	TV	\$900.00	\$1,800.00
Jessica Johns	1	Toshiba TV w/ DVD	SILVER	TV	\$263.00	\$263.00
	0	OFFICE DEPOT	TAN	6 DOOR EMPLOYEE CABINET	\$223.99	\$3,187.58
	10	OFFICE DEPOT	TAN	5 DRAWER LEGAL FILE CABINETS	\$484.00	\$4,840.00
	21	OFFICE DEPOT	TAN	4 DOOR HORIZONTAL FILE CABINET	\$315.00	\$6,615.00
	13	OFFICE DEPOT	TAN	2 DRAWER LATERAL FILE CABINET	\$673.00	\$8,748.00
	21	Waiting Chairs	Beige	CHAIRS	\$129.88	\$2,729.78
MANAGER OFFIC	2	LEATHER	BLACK	COUCH	\$900.00	\$1,800.00
	2	CLOTH	PURPLE	COUCH	\$900.00	\$1,800.00
	1	LEATHER	BURGEND	LOVESEAT/CHAIR COMBO	\$789.99	\$789.99
Angela Mortimara	2	LEATHER	BURGEND	CHAIRS	\$201.00	\$401.00
	7	GLASS	CLEAR	ENDTABLES	\$90.00	\$630.00
	11	TABLES	WOOD	TABLES	\$149.00	\$1,639.00
CONFERENCE R	1	CONFERENCE TABLE WOOD	CHERRY	TABLES	\$3,199.00	\$3,199.00
CONFERENCE R	11	CONFERENCE CHAIRS	BLACK	CHAIRS	\$688.00	\$7,568.00
	20	PICTURES IN FRAMES	ALL TYPES	PICTURES IN FRAMES	\$85.00	\$1,700.00
						\$477,414.53
				PAGE TOTAL		\$629,892.04
				PAGE #2 TOTAL		\$475,878.81
				GRAND TOTAL		\$1,105,770.85

AO 440 (Rev. 10/93) Summons in a Civil Action

ORIGINAL

United States District Court

NORTHERN

DISTRICT OF

GEORGIA

CONSULTING SERVICES, LLC

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

CONSUMER DIRECT OF AMERICA, INC.

1:04 CV 1071

TO: (Name and address of defendant)
Consumer Direct of America, Inc.
c/o Registered Agent, Paul Grady
8816 Brexia Drive
Las Vegas, NV 89117

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Douglas R. Kertscher
Hill, Kertscher & Wharton, LLP
3350 Riverwood Parkway
Suite 800
Atlanta, GA 30339

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

LUTHER D. THOMAS

CLERK

APR 19 2004

DATE

F. Puckey
(BY) DEPUTY CLERK